

EXHIBIT B

Settlement Agreement

SETTLEMENT OFFER AND ACCEPTANCE FORM

CRG Financial LLC ("**CRG**"), as agent for West Pharmaceutical Services, Inc. ("**West Pharma**"), has reviewed the demand letter sent to West Pharma and the complaint that was filed as Adv. Proc. No. 25-50241 (KBO) on behalf of George L. Miller, the duly appointed Chapter 7 Trustee (the "**Chapter 7 Trustee**") for the bankruptcy estates of Akorn Holding Company LLC *et al.* (the "**Debtors**"), Case No. 23-10253 (KBO), and they reflect accurately that West Pharma received transfers in the amount of \$744,960.79 during the ninety (90) day Preference Period (the "**Transfers**"). West Pharma agrees to resolve this matter pursuant to this Settlement Offer and Acceptance Form (the "**Agreement**"), and the individual executing this Agreement on behalf of West Pharma has the authority to do so. West Pharma and the Chapter 7 Trustee shall be referred to collectively herein as the "**Parties**."

OFFER

The Chapter 7 Trustee herein offers to settle and release the Debtors' estates' claims against West Pharma under Sections 547 through 550 of the Bankruptcy Code upon receipt and bank clearance of a settlement payment equal to \$165,000.00 (the "**Settlement Amount**"), which is a negotiated amount of the Transfers. The Settlement Amount shall be paid, pursuant to the payment instructions outlined in Exhibit A, by CRG to the Chapter 7 Trustee within five (5) business days of this Agreement being fully executed by the Parties. In the alternative, CRG can also pay by wire with wire transfer instructions provided separately by the Chapter 7 Trustee's counsel. The Chapter 7 Trustee will retain the Settlement Amount in escrow pending entry of an order of the Bankruptcy Court approving this Agreement. In the event this Agreement is not approved, then (i) the Settlement Amount shall be returned within five (5) business days to CRG; (ii) this Agreement shall be deemed null and void; and (iii) the Parties shall be restored to their original positions, with all claims and defenses, that existed prior the execution hereof. This settlement is not complete until receipt of the fully executed Agreement, payment of the Settlement Amount and approval of the settlement by the Bankruptcy Court.

West Pharma retains its right(s) under Section 502(h) of the Bankruptcy Code to a claim for the Settlement Amount (the "**502(h) Claim**") in the *Akorn Holding Company LLC, et al.* bankruptcy cases without the need for West Pharma to file a proof of claim (the "**Bankruptcy Cases**") and irrevocably agrees to transfer and assign its 502(h) Claim to CRG. The Chapter 7 Trustee shall make an initial interim distribution to CRG on the 502(h) Claim in the amount of \$31,680 (19.2% of \$165,000), consistent with his prior Court approved distributions to general unsecured creditors in the Bankruptcy Cases [Dkt. 1023], within five (5) business days from the entry of a non-appealable order by the Bankruptcy Court approving this Agreement. All future distributions on account of the 502(h) Claim shall be made to CRG.

Any existing claim of West Pharma filed in the Bankruptcy Cases shall remain unaffected by this settlement and shall not be allowed, disallowed, modified, or otherwise affected as a result, and the Chapter 7 Trustee retains his right (unaffected by this settlement) to object to the allowance of any existing claim as late filed or otherwise.

DISMISSAL OF ADVERSARY PROCEEDING

The Chapter 7 Trustee further stipulates that upon Bankruptcy Court approval of the settlement contemplated herein, he will, within five (5) business days, voluntarily dismiss the action filed as Adversary Proceeding No. 25-50241 (KBO) in its entirety with prejudice.

ACCEPTANCE OF SETTLEMENT OFFER

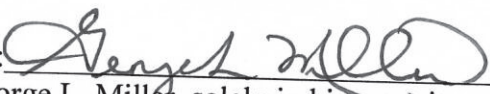
Having considered West Pharma's rights and liabilities, West Pharma hereby accepts the offer to settle the Transfers on the terms set forth above. Upon receipt of the Settlement Amount and approval of this Agreement, the Chapter 7 Trustee hereby releases, acquits and discharges West Pharma of and from any and all claims, damages, actions, suits, causes of action, rights, liens, demands, obligations and/or liabilities arising from or relating to the Transfers.

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ACCEPTED AND AGREED TO BY:

DATED: 5/1/2025

GEORGE L. MILLER, CHAPTER 7 TRUSTEE

By: 
George L. Miller, solely in his capacity
as the Chapter 7 Trustee of the bankruptcy
estates of Akorn Holding Company LLC, *et al.*

DATED: 5/12/2025

WEST PHARMACEUTICAL SERVICES, INC.

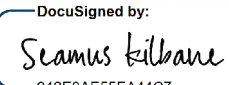
DocuSigned by:
By: 
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Exhibit A

RETURN WITH CHECK FOR: \$165,000.00
PAYABLE TO: George L. Miller, Chapter 7 Trustee
PRIOR TO: One week following signature of this agreement
MAIL TO: George L. Miller
1628 John F Kennedy Blvd # 950
Philadelphia, PA 19103